



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LANSING

STANLEY "SKIP" PRUSS
DIRECTOR

Memorandum

DATE: December 16, 2008

TO: Michigan Works! Agencies (MWAs) and Other Interested Parties

FROM: Liza Estlund Olson, Director, Bureau of Workforce Transformation **SIGNED**

SUBJECT: 2009 Southwest Michigan Pilot Request For Proposal (RFP)

You are invited to submit a proposal to the Michigan Department of Labor & Economic Growth (DLEG) in response to this RFP. The purpose of this RFP is to fund one provider located in Southwest Michigan for expansion of an existing innovative, employer-lead, private/public workforce development pilot. The pilot will serve Calhoun, Kent, Ottawa and Muskegon counties. Temporary Assistance for Needy Families (TANF) funds will be utilized for this program. The Southwest Michigan Pilot will operate for the period approximately February 3, 2009, through September 30, 2009.

Your proposal must meet all requirements outlined in this RFP. The proposal must be designed to work in conjunction with Department of Human Services (DHS) and MWA One-Stop centers located in Southwest Michigan.

Applicants are required to comply with the DLEG's Equal Opportunity Policy and Certifications found in Attachments 4, 5, and 7 of this RFP.

There will **not** be a pre-proposal meeting to discuss this RFP; however, prospective applicants are invited to submit questions per the instructions contained in this RFP. Questions must be received by 5:00 p.m. on December 29, 2008. Replies will be posted on DLEG website (Jobs, Education and Training [JET] link on the left-side) by 5:00 p.m. on January 6, 2009. This RFP may be downloaded from the DLEG's website (www.michigan.gov/dleg), JET link.

Proposals may be submitted at any time, but must be received by 5:00 p.m. on January 16, 2009. Proposals received after this date and time will not be considered for funding.

Written copies of this RFP are available upon request by calling the DLEG at (517) 335-5858. Thank you for your interest and response to this RFP.

LEO:YH

DLEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

BUREAU OF WORKFORCE TRANSFORMATION
VICTOR OFFICE CENTER • 201 N. WASHINGTON SQUARE, 5TH FLOOR • LANSING, MICHIGAN 48913
www.michigan.gov • (517) 335-5858 • TTY 1-888-605-6722

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

**SOUTHWEST MICHIGAN EMPLOYER-LEAD
WORKFORCE DEVELOPMENT PILOT**

REQUEST FOR PROPOSAL

FISCAL YEAR 2009

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ATTACHMENTS

Attachments 1, 2, 3, 4, 5, 7, and 8 must be included in the proposal package submitted

Attachment 1	Cover/Signature Page
Attachment 2	Southwest Michigan Employer-Lead Pilot Budget
Attachment 3	Southwest Michigan Employer-Lead Budget Information Summary
Attachment 4	DLEG Equal Opportunity Policy
Attachment 5	Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion
Attachment 6	Instructions for Certification
Attachment 7	Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Previous Demonstrated Experience

SECTION I

GRANT TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive grant proposals for expansion of an existing innovative, employer-lead, private/public workforce development pilot located in Southwest Michigan under the guidelines of Temporary Assistance for Needy Families (TANF). The pilot will serve Calhoun, Kent, Ottawa and Muskegon counties.

This RFP contains the instructions and criteria governing Michigan Department of Labor & Economic Growth (DLEG) TANF funding for a Southwest Michigan Employer-lead Workforce Development pilot.

I-B GENERAL

This RFP does not commit the DLEG to award funding, to pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The DLEG reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in whole, this RFP if it is in the best interest of the state.

The DLEG is not liable for any costs incurred by any applicant prior to the issuing of the Grant Action Notice (GAN). Payment in any given grant period is contingent upon enactment of federal and state appropriations. Total liability of the state is limited to the terms and conditions of this RFP and the resulting grant.

A total of \$200,000 of TANF funding is available to be awarded an employer-lead pilot program in Southwest Michigan. This program will operate for the period beginning approximately February 3, 2009 through September 30, 2009. The grant will be administered through a Michigan Works! Agency located in Southwest Michigan.

Administration costs between the Michigan Works! Agency (MWA) and the program provider to be negotiated at the local level prior to submission of a proposal to the DLEG.

I-C ISSUING OFFICE

This RFP is issued by the DLEG. The DLEG is the sole point of contact with regard to all procurement and grant matters relating to the services described herein. The DLEG is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this RFP, and any grant awarded as a result of this RFP. The DLEG will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications concerning this RFP must be addressed to:

Mr. Brian Marcotte, Section Chief, Welfare Reform Section
Bureau of Workforce Transformation
Michigan Department of Labor & Economic Growth
201 North Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913

Copies of the TANF rules and regulations may be obtained by contacting the U.S. Department of Health & Human Services at <http://www.hhs.gov>.

I-D GRANT ADMINISTRATOR

Upon execution of the GAN to the local MWA, a Grant Administrator for the DLEG will be assigned for oversight and technical assistance for the term of the grant.

I-E TERM OF GRANT

The program is competitively bid for the Fiscal Year (FY) 2009. Therefore, all funds must be expended by September 30, 2009. Carry forward of TANF grant dollars into FY 2010 is not permitted.

I-F GRANTEE'S RESPONSIBILITIES

The Grantee will be required to assume responsibility for all grant activities offered in this proposal, regardless of whether or not the Grantee performs them. The DLEG will consider the Grantee to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the anticipated grant. If any part of the work for this program is to be subcontracted, responses to this RFP shall include a list of subcontractors, with complete name, address, and contact person information, a description of the work to be performed, and information concerning the subcontractors' organizational abilities. The DLEG reserves the right to approve subcontractors for this program, and to require the Grantee to replace subcontractors deemed unacceptable. The Grantee is totally responsible for adherence by the subcontractor(s) to all provisions of the grant.

I-G NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written approval from the DLEG, and then only in accordance with explicit written instructions. No results of the program are to be released without prior approval of the DLEG, and then only to persons designated to receive such information.

I-H ACKNOWLEDGMENT OF GRANTOR

The Grantee shall acknowledge the DLEG as the Grantor of funds when developing information for internal purposes or public dissemination, regardless of whether the information is in written or oral form.

I-I DISCLOSURE

All information in the applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, commonly known as the "Freedom of Information Act." This act also provides for the complete disclosure of grants and attachments thereto.

I-J GRANT INVOICING AND PAYMENT

The maximum amount of grant assistance is \$200,000.

Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a grantee request indicating grant funds received to date, project expenditures to date (supported with computer printout of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts, ledger sheets, check copies, etc., shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

I-K MONITORING AND REPORTING PROGRAM PERFORMANCE

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and project time period is being accomplished.
- B. Quarterly Reports. The grantee should submit to the Grant Administrator quarterly financial reports, due by the 20th of each succeeding month. These financial reports must have an original signature of an authorized official response for the accuracy of the report and be signed by someone other than the individual preparing the report. Quarterly reporting must be on an accrued basis. The financial reports must have adequate documentation on file. Unsupported expenditures may be an audit exception and may be disallowed. One copy of the quarterly expenditure report with an original signature shall be submitted by the 20th calendar day of the month following the quarter report period (December 31st, March 31st, and June 30th). For the quarter ending September 30th, the quarterly expenditure report is due no later than October 10th. This earlier due date for the last quarter of the fiscal year is required in order to meet the deadlines established in the State of Michigan's year-end closing process.
- C. Monthly Reports. The Grantee shall submit to the Grant Administrator monthly performance reports, due by the 15th of each succeeding month that briefly present the following information:
 - a. Number of participants referred for educational/training activities
 - b. Number of participants enrolled in educational/training activities
 - c. Number of participants that graduate with a certificate or complete training
 - d. Number of participants placed into employment
 - e. Number of participants who have been retained for 90 days

Final Report. The Grantee will submit a final report that includes a summation of all data submitted with each monthly report no later than October 20, 2009.

I-L RECORDS MAINTENANCE

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records, which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure

effective control over the accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

The Grantee will be required to maintain all pertinent participant records on the One-Stop Management Information System (MIS), as well as in the participant's file.

The Grantee shall maintain all records pertaining to the contract for three years beyond the acceptance by the state of the final closeout report for the contract. If litigation, audit, or claim is begun prior to the expiration of the three-year retention period, the Grantee must retain the records until the litigation, audit, or claim has been resolved.

I-M AUDIT

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review of Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in Office of Management & Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for-profit organization which is a recipient of Temporary Assistance for Needy Families funds and expends more than the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit Report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but not later than nine (9) months after the end of the Grantee's fiscal year.

I-N INDEMNIFICATION

(A) General Information

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Grantee in the performance of his Agreement and that are attributable to the negligence or tortuous acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(B) Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount of type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(C) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the Grantee or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

I-O CANCELLATION

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(C) Non-appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(D) Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(E) Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase or personal services pursuant to Constitution 1963, Article 11, 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

I-P ASSIGNMENT

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

I-Q NON-DISCRIMINATION CLAUSE

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

I-R PURCHASE OF EQUIPMENT

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

I-S COMPETITIVE BIDDING

All procurement transactions involving the use of State funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

I-T MODIFICATION OF SERVICE

The DLEG reserves the right to modify the service under the grant during the course of the grant. Such modification may include adding or deleting tasks that the services shall encompass and/or any other modifications deemed necessary. Any changes (increases or decreases) in the budget proposed by the Grantee are subject to acceptance by the State.

In the event changes are not acceptable to the DLEG, the grant may be subject to competitive grant procedures based upon the new service requirements.

I-U ACCEPTANCE OF PROPOSAL CONTENT

The contents of this document and the proposal will become part of the grant obligations, if a grant ensues. The following constitutes the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. This DLEG RFP (including subsequent written clarification provided in response to questions raised through correspondence) and any Addenda thereto;
2. Grantee's Response(s) to this RFP and Addenda; and
3. Final Executed Grant.

Failure of a successful applicant to accept these obligations may result in cancellation of the award.

The DLEG further reserves the right to interview the key personnel assigned to this project by the successful applicant and to recommend reassignment of personnel deemed unsatisfactory. The DLEG reserves the right to approve subcontractors for this project and to require the Grantee to replace subcontractors who are deemed unacceptable.

The failure of a party to insist upon strict adherence to any term of the grant resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the grant.

Any grant resulting from this RFP may not be modified, amended, extended, or augmented, except in writing, executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of the grant shall be deemed to be severable from all other provisions of the grant and, if one or more of the provisions of the grant shall be declared invalid, the remaining provisions of the grant shall remain in full force and effect.

This grant shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

SECTION II WORK STATEMENT

II-A BACKGROUND/OVERVIEW

The Southwest Michigan pilot project is a delivery strategy designed to address barriers of Temporary Assistance for Needy Families (TANF) participants that prevent many from entering training that leads to career employment and workplace stability. The pilot will utilize participants in Southwest Michigan targeting the counties of Calhoun, Kent, Ottawa and Muskegon.

The DLEG is interested in funding a providers located in Southwest Michigan for the period beginning approximately February 3, 2009 through September 30, 2009. Grant funds for the successful applicant will be awarded to the recipient.

To be eligible for grant funding, a provider must meet the following criteria:

- Focus on retaining low-wage workers receiving public assistance
- Meet or exceed 80% retention rate
- Include more than one employer
- Employer-sited Department of Human Services caseworker
- Receive Federal TANF to pay for 50% of on-site caseworker
- Provide life skill and skills training toward advancing workers to mid-skill jobs
- Has regional impact across more than three counties
- Include strategic partnerships with counties, community colleges, and other nonprofits

II-B PURPOSE/OBJECTIVES

The purpose of Southwest Michigan pilot is to enable FIP participants achieve self-sufficiency by acquiring the skills necessary to succeed in today's 21st Century and by addressing the barriers of FIP participants that prevent many from entering trainings that lead to career employment.

The following services/outcomes are expected to be delivered during the grant period:

- Provide training to a minimum of 250 Department of Human Services (DHS) participants
- Provide supportive services support to a minimum of 250 DHS participants
- Provide counseling and case management services to a minimum of 250 DHS participants

The training provided should include but is not limited to:

- Life Skills Training
- Financial Literacy
- Basic Computer Literacy

The supportive services support should included but is not limited to:

- Transportation Assistance
- Childcare
- Emergency Needs

The counseling and case management services should include but is not limited to:

- Assessment and barrier
- Goal Setting and Advancement Planning
- Training and Career Counseling

The planned performance measures are expected:

- Enrollment rate = 85%
- Employment/Training rate = 80%
- Maintain 90-day retention = 80%

SECTION III APPLICANT INFORMATION

III-A PRE-PROPOSAL MEETING/QUESTIONS

A pre-proposal meeting will not be held. Questions from applicants concerning requirements in this RFP must be submitted by **5:00 p.m.** on December 29, 2008, via e-mail, to Mr. Brian Marcotte, Welfare Reform Section, Bureau of Workforce Transformation, Department of Labor & Economic Growth at Marcotteb1@michigan.gov and elkinsb@michigan.gov.

Questions must arrive no later than the date and time specified above. Questions received after this date and time will not be answered. The DLEG will not respond to telephone inquiries or visitation by applicants or their representatives. The questions and answers will be posted on the DLEG JET website at www.michigan.gov/dleg (Jobs, Education and Training tab) by 5:00 p.m. on **January 6, 2009**.

III-B PROPOSALS

To be considered, each applicant must submit a COMPLETE response to this RFP, using the format provided in Section IV. No other distribution of proposals is to be made by the applicant. The proposal must be signed in ink by an official of the applicant agency authorized to bind the applicant to its provisions. The proposal must include a statement as to the time period during which it remains valid. This period must be at least 60 days from the due date for responses to this RFP.

III-C REVIEW AND SELECTION CRITERIA

Proposals will be evaluated by utilizing the following criteria:

a. Threshold Requirements

- The applicant agency must have no outstanding liability or debts with the DLEG/BWT.
- Attachments 1, 2, 3, 4, 5, 6, 7, and 8 must be completed, signed, and submitted as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.
- Proposals must include a signed letter of coordination and support signed by the local MWA.

b. Review of Proposal

Proposals meeting the threshold requirements will be evaluated based upon the following weighted factors:

1. Project Narrative;
2. Planned Performance Levels (Defined in Section II-B); and
3. Previous Demonstrated Experience.

All proposals meeting the threshold requirements will be reviewed and a determination regarding funding will be made based upon the scoring method outlined in Appendix B. Any proposal receiving less than 85 points out of the 100 possible points will not be given further consideration for funding.

Proposals recommended for funding will be sent to the Bureau of Workforce Transformation Director for final approval. Once final approval has been obtained, applicant agencies will be notified.

III-D INDEPENDENT BUDGET DETERMINATION

- I. By submission of a proposal, the applicant certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
 - a. The budget in the proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such budget with any other applicant or with any competitor;
 - b. Unless otherwise required by law, the budget quoted has not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to award, directly or indirectly, to any other applicant or to any competitor; and
 - c. No attempt has been made, or will be made, by the applicant to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.

2. Each person signing the proposal certifies that she/he:
 - a. Is the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal and has not participated (and will not participate) in any action contrary to l.a., b., and c. above; or
 - b. Is not the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to l.a., b., and c. above.
3. A proposal will not be considered for award if the sense of the statement required in the "Independent Budget Determination" (Section IV-E) has been altered so as to delete or modify l. a., c., or 2. a. and b., above. If l.b. has been modified or deleted, the proposal will not be considered for award unless the applicant submits, with the proposal, a signed statement which sets forth in detail the circumstances of the disclosure and the DLEG determines that such disclosure was not made for the purpose of restricting competition.

III-E CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to questions or concerns raised through correspondence will be put in writing to each potential applicant. The DLEG will not respond to telephone inquiries or visitation by applicants or their representatives. The DLEG does not commit to answering questions received after the date and time specified in Section III-A.

III-F PROPOSAL RECEIPT

The DLEG's Bureau of Workforce Transformation - Welfare Reform section must receive proposals by **5:00 p.m.** on **January 16, 2009.** Fax proposals will not be accepted. Applicants are responsible for the timely receipt of their proposal. **Proposals which are received after the specified due date and time will not be considered for funding.**

III-G AWARD

The DLEG reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the department director's judgment, the best interest of the state will be so served. In determination of awards, the qualifications of the applicant, conformity with the specifications of services to be provided, and the delivery terms will be considered.

SECTION IV INFORMATION REQUIRED FROM APPLICANTS

All proposals are to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required by the DLEG, or those considered by the applicant, to be essential to provide a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings. **Do not include a cover letter and do not put the proposal in a notebook or binder.**

IV-A ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant agency's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

IV-B COVER/SIGNATURE PAGE

Attachment 1, Cover/Signature Page, must be prepared as the first page of the proposal. Provide identifying information about the organization and the project contact person that will perform, or assist in performing, the work hereunder. The Cover/Signature Page must contain the signature of the person authorized to sign official documents for the organization. Indicate if the applicant agency is a private for-profit, private nonprofit, public nonprofit, governmental, school district, or other (specify).

IV-C MANAGEMENT SUMMARY

1. Project Narrative

- a. Provide a brief narrative of the program design and description of services to be delivered. Discuss procedures to outreach, inform, and recruit participants, including Equal Opportunity protected group members (see Attachment 4).
- b. TANF funds allocated to local areas must be used to provide core and non-core services including training. Describe the progression of participants through core and non-core services to training. Also describe JET plus activities (i.e., core and non-core activities including training) to be provided that will increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants.
- c. Core and non-core services including training must be coordinated with the local MWA One-Stop Service Center. Describe how this coordination will be accomplished to ensure the efficient delivery of such services. The MWA director must complete and sign a Letter of Coordination and Support Form (Attachment 2). Please note that only one Letter of Coordination and Support Form is required, and it must be from the MWA who will receive the grant and assume grant recipient responsibilities.

- d. A policy on supportive services must be developed that ensures resource and service coordination in the local area. The policy must address procedures for referral to supportive services, including how such services will be funded when funding is not otherwise available from other sources. The provision of accurate information about the availability of supportive services in the local area, as well as referral to such activities, is one of the core services that must be made available. Local areas may establish limits on the provision of supportive services. The supportive services policy must be included in the narrative.
 - e. Job development and identification of employment opportunities for participants are core components for a successful JET plan. Describe how job development and the identification of employment opportunities will occur.
 - f. Participant data must be reported on the DLEG/MIS through the Ottawa County Michigan Works! It may be necessary for the Grantee to enter into a contractual arrangement with a MWA. Describe how participant data will be reported on the DLEG/MIS through the local MWA.
2. Planned Performance Levels

The providers must meet or exceed performance levels as outlined in Section II-B, Purpose/Objectives.

3. Previous Demonstrated Experience

Current and previous TANF grant performance will not impact the selection process for this RFP. Participant performance will be extracted from the DLEG/MIS.

If the applicant does NOT have a current or previous JET grant, similar experience relevant to the successful accomplishment of the project defined by this RFP must be described. This includes those instances in which the applicant has contracted with an MWA to provide employment and training services. The following elements MUST be included in your description:

- Identify the MWA or organization that contracted with you to provide services;
- Program design and population served;
- Total amount of funding and unexpended funds at the end of the most recent grant period;
- Beginning and ending dates of the most recent grant period;
- Describe performance measures and indicate if measures were met or exceeded;
- The planned vs. actual number of participants served;
- The cost per participant; and
- Attachment 8 must be signed by the previous grantor to certify the accuracy of the data provided.

IV-D CERTIFICATIONS AND ADDITIONAL INFORMATION

The applicant must complete and submit the certifications provided as Attachments 5 and 7. Instructions regarding debarment and suspension are provided as Attachment 6.

IV-E BUDGET

1. The budget quoted in an applicant's response to this RFP will be for the duration of the grant period.
2. Program Budget

Attachment 3, the TANF Budget, provides planned expenditure information for the duration of the project. The budget will serve as a management tool to chart the progress of the project towards definable outcomes.

Independent Budget Determination: Include a statement as follows: This independent budget is submitted in full compliance with the provisions of Section III-D, titled "Independent Budget Determination," of the RFP.

IV-F SUBMISSION OF PROPOSAL

Submit one signed original and three copies of the complete proposal in accordance with the instructions contained in this RFP.

APPENDICES

APPENDIX A

Review and Selection Guidelines

1. Threshold Requirements:

- The applicant agency must have no outstanding liability or debts with DLEG/BWP.
- Attachments 1, 2, 3, 4, 5, 6, 7, and 8 must be completed, signed, and submitted as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.
- Signed letter of coordination and support from the local MWA.

2. Proposals will be evaluated based upon the following weighted factors:

<u>Factor</u>	<u>Points Allowable</u>
Project Narrative	40
Planned Performance Levels	30
Previous Demonstrated Experience	30

- Although inability to fully expend previous TANF grant funds is not a weighted factor, the DLEG reserves the right to consider such an occurrence during the most recently completed grant period as a factor in its evaluation and approval process for funding.
- Although the cost per participant is not a weighted factor, the DLEG reserves the right to consider this factor in its evaluation and approval process for funding.

ATTACHMENTS

**ATTACHMENTS 1, 2, 3, 4, 5, 6, 7, and 8 MUST BE INCLUDED
IN THE PROPOSAL PACKAGE SUBMITTED**

COVER/SIGNATURE PAGE
SOUTHWEST MICHIGAN EMPLOYER-LEAD PROGRAM
February 3, 2009 through September 30, 2009

Applicant Agency: _____

Address: _____

Proposal Contact Person: _____ Title: _____

Telephone No.: () _____ Fax No.: () _____

E-mail Address: _____

Type of Organization (Check One):

_____ Private-for-Profit _____ Private-Nonprofit _____ Public-Nonprofit
_____ Governmental _____ School District _____ Other (Please Specify)

Amount of Funds Requested: _____ Number of Participants to be Served: _____

PLANNED PERFORMANCE MEASURES (See definitions in Section II-B)

1. _____ 2. _____

3. _____

I hereby attest that the applicant agency, as described above, has no outstanding liability or debts with the Michigan Department of Labor & Economic Growth.

Authorized Official _____ Title: _____
(Type or Print)

Authorized Official _____ Date: _____
(Signature)

ATTACHMENT 2

SOUTHWEST MICHIGAN PILOT BUDGET
Michigan Department of Labor & Economic Growth
Bureau of Workforce Transformation
201 N. Washington Square, 5th Floor
Lansing, Michigan 48913

AUTHORITY:	RELEVANT U.S. AND MICHIGAN STATUTES	THE MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH WILL NOT DISCRIMINATE AGAINST ANY INDIVIDUAL OR GROUP BECAUSE OF RACE, COLOR, SEX, RELIGION, AGE, WEIGHT, HEIGHT, NATIONAL ORIGIN, MARITAL STATUS, DISABILITY, POLITICAL AFFILIATIONS OR BELIEF, AND FOR BENEFICIARIES ONLY, CITIZENSHIP OR PARTICIPATION IN WIA.
COMPLETION:	MANDATORY	
PENALTY:	NONE	

I. IDENTIFICATION

NAME			GRANT NUMBER TBD
ADDRESS (Street Number and Name)			MODIFICATION NUMBER TBD
CITY	STATE	ZIP CODE	GRANT INCLUSIVE DATE FROM: 2/3/2009 through 09/30/2009

II. PLANNED EXPENDITURES BY COUNTY

SOUTHWEST MI PILOT		TOTAL FUNDS AVAILABLE
TOTAL		\$200,000

SOUTHWEST MICHIGAN EMPLOYER-LEAD PILOT**BUDGET INFORMATION SUMMARY****SECTION I - IDENTIFICATION INFORMATION**

1. Michigan Works! Agency (MWA):	2. MWA Number:
	4. Plan Period: 02-03-09 through 09-30-09

SECTION II - TOTAL FUNDS AVAILABLE

Funding Source: TANF	Amount
1. Initial Allocation	\$
2. Total Funds Available	\$

SECTION III - CURRENT PLANNED EXPENDITURES BY COST CATEGORY

Cost Category	Amounts
1. Direct Client Services (incl. Direct Administrative Costs)	
a. Work Subsidies	\$
b. Education/Training Activities	\$
c. Other Work Activities	\$
2. Supportive Services	
a. Auto Purchase	\$
b. Public Transportation Allowances	\$
c. Auto-Related Expenses	\$
d. Other Supportive Services	\$
3. Administration	
a. General Administrative Costs (limitations apply)	\$
4. Total Planned Expenditures	\$

(08/08)

The Michigan Department of Labor & Economic Growth does not discriminate in employment or in the provision of services based on race, religion, color, national origin, sex, age, height, weight, marital status, arrest without conviction, disability, political affiliation or belief in programs funded under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. **The Budget Information Summary must be in compliance with PRWORA of 1996. Non-compliance penalty results in withholding of funds.**

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
EQUAL OPPORTUNITY POLICY**

This policy applies to all programs administered by the Michigan Department of Labor & Economic Growth. It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole, or in part, with funds made available by, or through, any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state funded programs.

This grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the Temporary for Needy Families (TANF) program or activity, and to all agreements the grant applicant makes to carry out the TANF financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**Certification Regarding
Debarment, Suspension, Ineligibility, Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ ATTACHED
INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 6

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health & Human Services (HHS) might pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the HHS.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the HHS may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than federal appropriated funds, have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Signature of Certifying Official

Date

*NOTE: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

ATTACHMENT 8

PREVIOUS DEMONSTRATED EXPERIENCE

Applicant Agency: _____

Project Title: _____

I, as grantor for the project titled above, hereby acknowledge that I have reviewed the data provided by the above-named applicant agency in regard to the project titled above, and hereby certify the data to be accurate and true.

As grantor for the project titled above, I (mark one) _____ concur, _____ do not concur with this proposal. If non-concurrence is noted, provide comments.

Signature of Certifying Official

Name of Organization

Typed Name and Title

()

Telephone Number

Date

Comments (additional pages may be attached):